



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

8-13-1942

Lambert Novelty Mirror Works, Inc. and Wholesale and Warehouse Workers Union, United Retail and Wholesale Employees of America, Local 65, CIO (1942)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Lambert Novelty Mirror Works, Inc. and Wholesale and Warehouse Workers Union, United Retail and Wholesale Employees of America, Local 65, CIO (1942)

Location

Brooklyn, NY

Effective Date

8-13-1942

Expiration Date

8-13-1943

Number of Workers

125

Employer

Lambert Novelty Mirror Works, Inc.

Union

Wholesale and Warehouse Workers Union, United Retail and Wholesale Employees of America

Union Local

65

NAICS

44

Sector

Private

Item ID

6178-009b132f028_22

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

AGREEMENT, entered into this day of August, 1942, by and between LAMBERT NOVELTY MIRROR WORKS, INC., located at No. 1000 Grand Street, Borough of Brooklyn, City and State of New York, hereinafter called the "Employer", and the WHOLESALE AND WAREHOUSE WORKERS UNION OF N. Y., affiliated with the Congress of Industrial Organizations as Local 65, hereinafter called the "Union", for and on behalf of itself, its members now employed or hereafter to be employed by the Employer and collectively designated as employees:

W I T N E S S E T H:

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer, during the term of this agreement, and desire to regulate the mutual relations between the parties hereto,

NOW, THEREFORE, in consideration of the mutual covenants herein entered into, and for other good and valuable considerations, hereby agree as follows:

1. The Employer recognizes the Union as the only union of wholesale and warehouse employees in the City of New York and vicinity, and agrees to deal collectively only with this Union for and on behalf of its employees. The Employer agrees to recognize and deal with such representatives of the Union as the said Union may elect or appoint.

2. (A) The Employer shall employ and retain in its employ only members in good standing of the Union.

(B) Notification from the Union in writing that an employee is not in good standing shall be sufficient

21

to require the Employer to immediately cease dealing with and employing such employee until the employee is restored to good standing by the Union.

3. Should the Employer desire to hire new employees it shall apply to the Union for such help, and the Union agrees to supply such qualified help within a reasonable time. In the case of emergency, the Employer has the right to hire from the open market. Such persons shall be required to obtain work permit cards in accordance with the Union rules. Issuance of such work permit cards shall not unreasonably be withheld.

4. It is specifically agreed that all wages, salaries, commissions and all other fixed financial arrangements of employees in effect at the date hereof shall not be reduced, nor the hours of employment increased by the Employer, anything contained in this agreement to the contrary notwithstanding.

5. All persons employed for a period exceeding four (4) weeks shall be considered permanent employees. Permanent employees shall be entitled to seniority rights. All re-hirings and layoffs shall be done in accordance with seniority, that is, the last person hired shall be the first person laid off and the last person laid off shall be the first to be re-hired.

6. (A) Persons who are heads of departments or hold supervisory positions are not included in the term "employees" as used in this agreement. A list of the persons employed in such capacity at the present time is annexed hereto and marked Schedule "A".

(B) These persons and their successors shall not be affiliated with the Union and shall be exempt and excluded from the provisions of this agreement.

7. (A) The Employer retains the right to discharge for just cause. In the event of a desire to discharge, the Employer shall notify the Union in writing in advance of such desire to discharge.

(B) In the event of a disagreement between the Union and the Employer as to such discharge, the discharge shall be submitted to arbitration according to the provisions of this agreement.

(C) Until such time as a ruling of the arbitration shall be given, the employee shall be retained on the job.

8. (A) The regular working hours under this agreement shall be a full week of forty hours, divided into five days of eight hours each, Monday to Friday inclusive.

(B) The working hours shall start at 8:00 A.M. and end at 4:30 P. M. The hours of daily employment shall be consecutive and may be interrupted for lunch only, which shall be a period of one-half hour.

(C) Should any employee work more than eight hours per day or more than forty hours per week, he shall be paid for such overtime at the rate of time and one half. However, if an employee be absent during the regular work-week, the employee shall first complete forty hours of work before he shall be entitled to any overtime pay. Overtime work shall not be compulsory.

9. All present employees are to receive a \$3.00 per week raise. The minimum wage for all employees shall be \$19.00 per week until January 1st, 1943, and \$20.00 per week thereafter.

10. The Employer shall pay to its employees, as wages or commissions, the sums and/or rates stated in Schedule "B" attached to this agreement and made a part hereof.

11. (A) The Employer agrees to pay the employees full salary for the following holidays, as if they had worked thereon: New Year's Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If any of the aforementioned holidays occur on Saturday, one additional holiday shall be substituted for each of such occurrences.

(B) No employee shall be required to work on a holiday specified herein, unless the Union consents. In the event an employee shall work on a holiday with the consent of the Union as hereinabove set forth, he shall receive pay at the rate of double time.

12. (A) All employees who have been employed for a period of at least one year by September 15th, shall receive a vacation of one week with pay in advance.

(B) The Employer shall designate the date of vacation during the period commonly used for summer vacations and notify the employee no less than two weeks in advance of the vacation date for such employee. He shall not, without the consent of the employee, change such date. Should a holiday occur during the vacation period of any employee, such employee shall be entitled to one additional

day of vacation.

13. No employee shall be discharged because of absence due to illness or any other unavoidable cause, provided such absence shall not continue for more than twelve weeks. Where physical injuries are incurred in the course of employment, the employee shall not be discharged until the expiration of a period of six months.

14. (A) Should any dispute arise during the life of this agreement, as well as grievance, complaints, etc., same shall be adjusted as follows: The matter shall first be taken up by representatives of the Employer and the Shop Steward; if such dispute cannot be so adjusted by those persons, the matter shall be taken up by representatives of the Employer and the Union, and if no adjustment can be arrived at, the dispute shall be submitted to an Arbitrator within 24 hours after written notice has been given by either side to the other of the inability to adjust; such written notice, as well as any other notice provided in this agreement, shall be given to the Union at its headquarters, 13 Astor Place, New York City, and to the Employer at its place of business.

(B) The Arbitrator, as hereinabove mentioned, shall be selected by both sides by mutual agreement. In the event both sides fail to mutually agree on an Arbitrator, within 24 hours, either party may ask the U. S. Department of Labor, or the American Arbitration Association to appoint an Arbitrator, and such appointee shall be the Arbitrator in the matter involved. The decision of the Arbitrator shall be final and binding upon both parties and shall be fully enforceable.

(C) It is specifically agreed that pending the decision of the Arbitrator, there shall be no lock-out by the Employer and no strike called by the Union.

(D) It is agreed that time is of the essence in any arbitration and both parties will exert their best efforts to obtain a speedy decision.

(E) In the event the Employer fails to comply with any and all decisions of the Arbitrator, then and in that event the Union may call a strike in the establishment of such Employer and may take any action in law or in equity to enforce the rights of the Union and its members against said Employer.

15. It is understood that no minor under the age of 18 years shall be employed by the Employer.

16. It is agreed that the Employer will not aid, cooperate or assist any other wholesale firm whose employees are on strike or locked out to the knowledge of the Employer during the existence of the labor dispute.

17. It is understood that the Employer shall show no discrimination against or favoritism among its employees for union activities or otherwise.

18. It is specifically understood that this agreement may not be modified by the employee or group of employees without the joint consent of the Union and the Employer.

19. The Union's representative may visit the firm's premises for the purpose of investigating working conditions or conferring with the Employer or employees,

20. The Employer agrees to provide a suitable place to be used as a bulletin board for Union notices.

21. Any employee who volunteers or is drafted for military training or duty either by the Federal or State Government shall, immediately upon his return, be reinstated to his position, with all the benefits and privileges that he would have enjoyed had his employment not been interrupted. The Employer agrees to pay to any employee who volunteers or is drafted an additional week's salary upon such persons leaving for their term of service after January 1st, 1943, provided the employee has been in the employ of the Employer for at least six months.

22. The Employer shall permit a four months' leave of absence without compensation for any employee upon the request of the Union for training purposes.

23. This agreement shall remain in full force and effect and be binding upon the parties hereto for the term and period commencing from the date hereof and terminating one year from such date, namely, August

24. The Employer and the Union hereby agree that forty-five (45) days before the termination of this agreement, they will attempt to negotiate a new agreement for the further period of one year, which is to become effective upon the expiration of this agreement. This agreement shall go into effect immediately upon receipt of notification in writing from the Union to the effect that this agreement has been duly ratified.

IN WITNESS WHEREOF, the parties hereto have

hereunto set their hands and seals the day and year first
above written.

LAMBERT NOVELTY MIRROR WORKS, INC.

By: _____
President.

WHOLESALE AND WAREHOUSE WORKERS
UNION OF N. Y., affiliated with the
Congress of Industrial Organizations
as Local 65,

By: _____

SCHEDULE "A"

The following people are exempted from the terms
of the union contract:

Office

Alice Mulligan
Dorothy Lambert
Rose Lippie
Phyllis Jacobs
Martha Papach
Anna Huber
Rosalynde Cener
Gladys Lydell

Foreman

Bruno DiPaolo
Antonio Fuentes

Also two foremen to be named
to replace Othniel Rugo and
Homer Smith who have joined
the army.

SCHEDULE "B"

Stella Puznek
William Leo
Henry Lynch
Louis LaTorre
Pedro Ramos
Edward Leo
Sebastion Sciabbarrasi
John DiToro
John Puchniak
Moe Paperny
Dominick Spagnuolo
Seymour Swerdlin
Atwood Schlessinger
Louis Gottlieb
Florence Rosin
Olga Petrochko
Connie Martacchio
Mary Baliko
Fay Morano
Nora Savery
Maria Ruidiaz
Audrey Strother
Frieda Bauer
Paul Lagrandier
Harold Schramm
Colin Velez
Sidney Mashbaum
Charles Diaz
Michael Herman
Rose DiCicco
Eleanore Savery
Mary Lelak
Anna Pluta
Millie Failla
Mary Bianco
Leonor Bonilla
Josefa Diaz
Maria Gracia
Conceptcion Suris
Manuel Gonzalez
Onafrio Testa
Ida Matos
Esther Frankenstein
Evelyn Nemeth
Gussie Cohen
Louis Serrano
Pedro Callazo
Juan Ramirez
Rafael Vetancourt
Frank Correa

Sylvia Auerback
Joseph Siegal
Carlos Merced
Carmelo Cardinale
Ana Ramos
Seymour Goodman
Tobie Goldman
Ann Erlich
Ann Coopersmith
Rose Ratner
Mary Sala
Alma Lederer
Grace Booker
Margaret Savery
Madeline Pertler
Anthony Milano
Ralph Margolis
John Ayola
Guiseppie Guinta
Carmen Gerena
Harry Baum
Michael Garcia
Tillie Meltzer
Pauline Berman
Carmen Capo
Ruby Turnispeed
Genevieve Just
Augusta Ortiz
Juanita Robinson
Monsita Ortiz
Amporo Cardona
Jean Janowski
Alfreda Johnson
Catalino Diaz
Antonio Garcia
Henry Torres
Violet Gooding
Christina Korte
Rose Morano
Leonard Lutsky
Lillian Marino
Josephine Diaz
Mary Solis
Carmen Velez
John Wittine
Rafael Perez
Camilo Reyes
William Mojica
Carlos Lopez
Francisco Chevalier

SCHEDULE "B" Cont.

Alfonso Curiale
Julio Castillo
Manuel Rivera
Joseph Harper
Anthony Visciotti
Frances Lelak
Beverly Berman
Monserrate Olmo
Norma Eisenberg
Maria Nieves
Nora Green
Agnes Trapianski
Luisa Cuevas
Esther Barkin
Veronica Bauer
Lillian Welthy
Stella Just
Dorothy Newman
Mary Bernardo
Anna Baliko
Louis Sadolsky
Harold Newman
Jerome Cohen
Emanuel Tumia
Manny Crespi
Paul Mantesta
Jose Rosa
Howard Wyatt
Francisco Lamberty
Isaac Duncan
Emilio Velazquez

Antonio Diaz
David Eisenberg
Moises Gonzalez
Harold McConnell
Hyman Cohen
Rosa Morales
Anna Bratko
Anna Mulero
Dominick Velez
Joseph Lynch
Manuel Alma
Gerardo Suarez
Kenneth King
Harris Mayne
Jacinta Hernandez
Fortunata Hernandez
Harry Blumenthal
George Lipscomb
Simon Mendelson
Louis Oldock
Sol Barshefsky
John Pollack
Leocadia Figueroa
Anna Bratko
Murray Millner
Frank Masseria
Michael Scavetti
Otilio Lagrandier
Reynaldo Martinez
Julio Rivera
Felipe Barrio

Eff. 8-13-43

Budget Bureau No. 44
Approval Expires Dec. 31, 1944

Ch. exp. 11-27-44

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25Retail + Wholesale
Brooklyn N.Y.
7-8-12-44

JUL 27 1943

R15-44-33

July 9, 1943

Lambert Novelty Mirror Wks.
1000 Grand St.
Brooklyn, N.Y.

CONFIDENTIAL

Gentlemen:

In order to have available information concerning working conditions under collective bargaining, the Bureau of Labor Statistics maintains a file of union agreements in force throughout the United States. Will you please indicate on the form below whether or not your company has any union agreements. If you have signed agreements, we should like very much to have these agreements among our records, and shall appreciate your cooperation in sending us copies of them, together with the other information requested.

If extra copies are not available and you will lend us the originals, we shall be glad to have duplicates made and promptly return your agreements. If you specify that the wage rates or any other clauses in your agreements should be kept confidential, they will not be identified in our reports to persons outside Federal agencies. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

A. F. Hinrichs

A. F. Hinrichs

Enc. Acting Commissioner of Labor Statistics

Do you deal with a union in any of your establishments? Yes ☒ No ☐

Name & Location of Establishment	Number of Employees	Name and Affiliation of Union	Effective Date	Expiration Date
Lambert Nov.	125	C.I.O	8/13/42	8/13/43
Mirror Wks.		Local 65		
1000 Grand St.				
Brooklyn N.Y.				
Product or type of work:	Picture Frame (over)			

Do you wish the agreements returned? Yes ☒ No ☐

Joseph Lambert 1000 Grand St.
(Signature) (Address) Brooklyn N.Y.

Please specify on the reverse side clauses you wish kept confidential or add other remarks if you care to do so.

CONFIDENTIAL
(LS 42-2766)

we do not wish to have
our name published in
any shape or form

J-L.